

**RESOLUTION TO APPOINT PATRICK ALAIR
AS CORPORATION COUNSEL FOR THE REMAINDER
OF THE 2015 – 2017 TERM**

WHEREAS, pursuant to Chapter IV, Section 1 of the West Hartford Town Charter, the Town Council shall appoint a Corporation Counsel; and

WHEREAS Joseph O'Brien was appointed to serve as Corporation Counsel for the 2015-2017 term but Attorney O'Brien has announced that he will step down from his position as of August 1, 2016

NOW, THEREFORE, BE IT RESOLVED by the Town Council of West Hartford that Patrick Alair is appointed as Corporation Counsel to serve for the remainder of the current term, on terms as set forth in the agreement attached hereto.

(Cantor, Davidoff, Casperson, Dodge, Kerrigan, Wenograd, Hall)
7-26-16

LEGAL SERVICES AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016, by and between the TOWN OF WEST HARTFORD, CONNECTICUT, a municipal corporation, hereinafter called the “Town,” and PATRICK G. ALAIR, hereinafter called “Atty. Alair” both of whom understand and agree as follows:

W I T N E S S E T H:

WHEREAS, by resolution duly adopted by the Town Council of the Town on _____, Atty. Alair has been appointed to the position of Corporation Counsel of West Hartford as contemplated by Chapter IV, §1 of the Charter of the Town of West Hartford, Connecticut; and

WHEREAS Atty. Alair has accepted such appointment; and

WHEREAS, it is the desire of the parties to establish the terms and conditions of their attorney-client relationship

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DUTIES

A. Town hereby appoints Atty. Alair as Corporation Counsel of said Town to perform all of the functions and duties of that position which are specified in said Chapter IV, §1 of said Town Charter and which may also be elaborated upon in various other sources including, without limitation, State and federal law, Town ordinances and/or resolutions. Atty. Alair shall exercise independent judgment to determine when it may be necessary for him to perform the duties of Corporation Counsel and will

perform such other tasks as the Town Council, Town Manager and other Town staff may request from time to time.

- B. The parties further agree that their relationship is that of attorney-client and not the relationship of employer-employee. Atty. Alair shall be deemed to be an independent contractor to the Town for all purposes including workers' compensation, unemployment compensation, income tax and pension purposes. Without limiting the foregoing, the parties specifically acknowledge that Atty. Alair is a retired employee of the Town and that his retention as Corporation Counsel shall not affect his entitlement to any benefits of retirement which he earned as a Town employee, nor shall his retention be construed to constitute reemployment by the Town pursuant to the ordinances governing the Town's pension plan.
- C. It is expressly contemplated by the parties that Atty. Alair will be the hiring authority for, and supervisor of the staff of the Office of Corporation Counsel, including such administrative support staff and attorneys as may be authorized by the Town within its personnel procedures and annual budget appropriations. Such staff shall be employees of the Town and not employees of Atty. Alair. Atty. Alair will also designate and work with independent counsel who may be contracted to handle specific matters for the Town.

2. TERM

- A. The parties acknowledge and agree that West Hartford Charter, Ch. IV, §1 establishes the term of office of the Corporation Counsel and that Atty. Alair is filling a vacancy in that office for the remainder of the current term. In accord with the requirements

of West Hartford Charter, Ch. IV, §1, the term of this Agreement shall commence on August 2, 2016 and shall continue until December 21, 2017. In order to ensure continuity of legal representation, however, Atty. Alair agrees that he shall continue to serve after December 21, 2017 until such time thereafter as his successor is appointed, subject to all other terms of this Agreement.

- B. The parties further agree that the Town may, by resolution of the Town Council, appoint Atty. Alair to subsequent terms of office. In the event of such reappointment, the parties agree that the terms of this Agreement shall govern their relationship during any such subsequent terms of office.
- C. Notwithstanding the foregoing, the parties agree that Atty. Alair serves at the pleasure of the Town Council and nothing in this Agreement shall be construed to prevent, limit or otherwise interfere with the right of the Town Council to terminate Atty. Alair's appointment at any time. If Atty. Alair's appointment is terminated before the completion of his then-pending term for any reason, he shall be paid for services rendered through the date of such termination. The parties further agree that Atty. Alair retains the right to resign as Corporation Counsel at any time, provided that he shall endeavor to give the Town thirty (30) days' written notice prior to the effective date of said resignation unless circumstances render it unfeasible for him to do so.
- E. As an independent contractor, Atty. Alair shall not be required to maintain set office hours, nor shall he be required to dedicate a set number of hours to his position as Corporation Counsel. It shall be Atty. Alair's obligation to exercise appropriate and sound discretion to ensure that all of the duties of his office are fulfilled by himself or by those staff or independent counsel working under his direction or supervision.

Atty. Alair shall attend all meetings of the Town Council or make reasonable efforts to arrange for another attorney from the Office of Corporation Counsel to attend on his behalf if he is unable to do so.

3. COMPENSATION

- A. The Town agrees to pay Atty. Alair for his services rendered pursuant hereto an annual sum of \$42,500. Said sum shall be due and payable in equal bi-weekly installments. In addition, the Town agrees to procure, at its expense, such malpractice (errors and omissions) insurance coverage as shall be necessary to protect its interests in connection with the full scope of Atty. Alair's representation of the Town. Atty. Alair shall be responsible for the payment of all other taxes or charges ordinarily paid by an independent contractor. The parties further agree that in the event of a resolution appointing Atty. Alair to serve subsequent terms of office pursuant to §2B of this Agreement, his compensation may also be adjusted in said resolution.
- B. The Town recognizes that certain expenses of a nonpersonal and generally job-affiliated nature such as travel, dues, seminars or other such items may be incurred by Atty. Alair in connection with his service to the Town. Within annual appropriations approved by the Town, the Town hereby agrees to reimburse or pay said expenses upon receipt of duly executed expense vouchers, receipts, statements or personal affidavits, provided that such expenses shall only be reimbursed to the same extent as similar expenses would be reimbursed to other Town officials and/or employees pursuant to established policies of the Town.

4. COSTS, FEES AND EXPENSES

The Town agrees that it shall be responsible for all costs and expenses associated with all matters falling within the scope of Atty. Alair's representation. The Town shall, through its annual budget process, establish a budget for the Office of the Corporation Counsel in its representation of the Town, including such funds as may be necessary to allow Atty. Alair to pay such costs and expenses. All such funds shall be held by the Town and all fees and costs shall be paid directly by the Town. Atty. Alair will hold no funds of the Town in any private account.

5. ARBITRATION, JURISDICTION AND VENUE

The parties hereto agree that this Agreement shall be construed in accordance with the laws of the State of Connecticut. Any and all disputes and/or claims arising out of, or over, the terms of this Agreement, and/or the parties' relationship shall be submitted to arbitration. Any such arbitration shall: (I) be governed by, and according to, the rules and procedures established by the American Arbitration Association (the "AAA") for the arbitration of fee disputes including specifically, but without limitation, the payment of fees and expenses; (ii) proceed before one arbitrator selected in an alternating strike-out method.; (iii) at a location in Hartford, Connecticut; and (iv) have an award based upon a reasoned written decision based on applicable law, equitable principles and stated findings of fact which may be entered and have the effect of a final judgment in any court with appropriate jurisdiction. In the event that the AAA refuses to so arbitrate, the parties shall still proceed to arbitrate before a mutually agreed upon single arbitrator and such

arbitrator shall be governed by the arbitration criteria established above and the rules of the AAA for arbitrating employment disputes. For the enforcement of any determination made by arbitration, the parties agree to submit to the jurisdiction of Superior Court of the State of Connecticut sitting in Hartford or in New Britain, or of the United States District Court for the District of Connecticut sitting in Hartford.

6. OTHER TERMS AND CONDITIONS

- A. The provisions of Connecticut General Statutes §7-101a, as that section may be amended from time to time, concerning indemnification of municipal officers are incorporated herein by reference. The parties agree that Atty. Alair is an officer of a public agency (the Office of Corporation Counsel) for purposes of inclusion within the scope of §7-101a.

7. CONCLUDING PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties. No modification or amendment to this Agreement shall be effective unless set forth in writing and executed by both parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Atty. Alair.
- C. This Agreement shall become effective upon execution.
- D. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or

portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed and
executed on its behalf by its Mayor and duly attested by the Town Clerk, and Atty. Alair
has signed and executed this Agreement this _____ day of _____, 2016.

PATRICK G. ALAIR

TOWN OF WEST HARTFORD

Patrick G. Alair

Shari Cantor
Mayor

Attested:

Essie Labrot
Town Clerk